

REMARKS

Claims 1-7, 19, 20, and 21 are objected to because of the following informalities: In the seventh and eight line of Claim 1, "selecting suppliers by a buyer to whom to submit a request for quotation" is not entirely clear about to whom the request for quotation is to be submitted; it would be better to write, "selecting, by a buyer, suppliers to whom to submit a request for quotation". Appropriate correction is required.

Applicant has amended the claim accordingly.

Claim 7 is objected to because of the following informalities: In the fourth line of Claim 7, there should be commas after both occurrences of the word "product". Appropriate correction is required.

Applicant has amended the claim accordingly.

Claims 1, 4, 6, 20, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of Trommer ("GEIS Laundes TPNPost, A Net-Based Sourcing Solution"). As per Claim 1, Baatz discloses a method for a buyer to request a quotation, the method comprising: inputting or choosing attributes of a specific product into a database (second and third columns on page S58); inputting the quantity of product (ibid., and first column on S61); inputting delivery specifications (second column on page S58); selecting suppliers to whom to submit the request for quotation (third column on S58); and submitting said request for quotation to said suppliers (third column on S58). Baatz is not explicit about the database as

such, but the disclosure of the retention and availability of information inherently requires a database of some sort, while the disclosed online interaction suggests an electronic database. Baatz does not disclose a buyer selecting suppliers to whom to submit a request for quotation, but this is well known, as taught by Trommer (paragraph beginning "The system enables buyers"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the buyer to select suppliers to whom to submit a request for quotation, for the obvious advantage of enabling the buyer to select any suppliers (at least, any suppliers from a list) whom the buyer considers suitable, while excluding any suppliers whom the buyer may consider unsuitable (e.g., because of previous bad experiences).

Baatz relates to the website www.sorcity.com. The Baatz article on page S58 specifically states that the buyer define exactly what they need and then Sorcity communicates that need consistently to all relevant supplier members. The article further states that this type of selection helps to mitigate the risk via buying via an on-line auction. Sorcity sends automatic e-mail notifications to qualified seller members who sell products in a given product commodity or service category. Sellers then have to clarify any of the RFQ's by sending e-mails to Sorcity. Only Sorcity can clarify the RFQ, not the buyer. It is only after the buyer selects the winning bid that the buyer and seller exchange product and settlement independent of Sorcity. As stated in the next to last paragraph on page S61, the buyer is trusting Sorcity to get the RFQ to the right

supply base, trusting them to analyze the bids correctly and to present the three closest bids. Trommer relates to a system that enables buyers to electronically select pre-qualified suppliers from a global database, and also send RFQ's and compare and analyze bids. The Trommer article which is one and a half pages long, does not describe how the system enables buyers to do what is stated above. Claim 1 requires that the buyer input all the information regarding a request for quotation and that the buyer specifically submit the request for quotation to the suppliers they wish to select. Baatz states specifically that Sorcity selects the suppliers, not the buyer. Trommer states that the system enables the buyers to select prequalified suppliers. There is nothing in Baatz which states that the elements of Claim 1 are shown in the one paragraph of Trommer. Further, there is no teachings to combine Baatz and Trommer since the idea of Baatz is to have the system select the suppliers, one would not combine this with a system that enables the buyer to select their own supplier. The teachings are contradictory. Therefore Claim 1 is not obvious over Baatz in view of Trommer.

As per Claim 4, Baatz discloses at least one of said suppliers providing responses to the buyer (third column on page S58).

Claim 4 teaches that the supplier provides the response to said buyer. Baatz teaches that the supplier provide the response to Sorcity not the buyer. In fact, the Examiner states in response to Claim 21, that Sorcity is a broker not the

buyer. For this reasons and the reasons stated above, Claim 4 is not obvious over Baatz in view of Trommer.

As per Claim 6, Baatz discloses that said request for quotation has an expiration mechanism ("time limit for bidding (as specified by the buyer)" in the third column of page S58).

For the reasons stated above for Claim 1, Claim 6 is not obvious over Baatz in view of Trommer.

As per Claim 20, Baatz discloses rating quotes from the suppliers (note "three lowest bidders" in the third column on page S58, which implies rating which are lowest).

For the reasons stated above for Claim 1, Claim 20 is not obvious over Baatz in view of Trommer.

As per Claim 21, Baatz discloses submitting quote from suppliers to a broker (Sorcity being a broker; third column on page S58).

For this reasons and the reasons stated above, Claim 21 is not obvious over Baatz in view of Trommer.

Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to Claim 1 above, and further in view of Official Notice. Baatz does no disclose that the quotation (or request for quotation) is submitted to the suppliers via a wireless method, but Official Notice is taken that it is well known for information to be transmitted via wireless methods (e.g., to and from cell phones, microwave transmission of Internet

data, etc.). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the request for quotation to be submitted to the suppliers via a wireless method, for the obvious advantage of making the request for quotation readily available to suppliers in contact with a communications network at least in part via wireless means.

At the time of the invention, and in neither of the articles by Baatz or Trommer does it suggest that RFQ's can be submitted and responded to via wireless methods. For this reasons and the reasons stated above, Claim 2 is not obvious over Baatz in view of Trommer in view of Official Notice.

Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to Claim 1 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Baatz does not disclose the supplier analyzing said quotation with a logistics database to provide freight quotes, but Breen teaches a database accessible to a supplier for providing freight quotes to suppliers and buyers (column 7, lines 19-64; column 10, lines 37-39). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the supplier to analyze said quotation with a logistics database to provide freight quotes, for the obvious advantage of enabling the supplier to set appropriate bids including freight costs.

For the reasons stated above, Claim 3 is not obvious over Baatz in view of Trommer.

Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to Claim 4 above, and further in view of Official Notice. Claim 5 is held to be obvious for essentially the reasons set forth above regarding Claim 2.

At the time of the invention, and in neither of the articles by Baatz or Trommer does it suggest that RFQ's can be submitted and responded to via wireless methods. For this reasons and the reasons stated above, Claim 5 is not obvious over Baatz in view of Trommer in view of Official Notice.

Claim 7 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to Claim 1 above, and further in view of Official Notice. Baatz discloses comparing quotations from different suppliers (third column of page S58; first column of page S61), but does not expressly disclose that this is done with regard to the attributes of a specific product, the quantity of the product, and the delivery specifications. However, Baatz discloses introducing the three lowest bidders to the buyer, rather than simply selecting the lowest (page S58, column 3), implying that decisions may be made on the basis of factors other than price, and Baatz discloses an RFQ for a particular quantity of a specific product, to be delivered to different cities (page S61, first column), implying evaluating quotes on such criteria. Official Notice is taken that it is well known to compare quotes from different suppliers on such bases as specific attributes, quantity, and delivery specifications. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the

time of applicant's invention to compare the quotation from at least one supplier to quotations from other suppliers with regard to these factors, for the obvious advantage of choosing the most suitable supplier for the buyer's wants.

Regarding Claim 7, the claim specifically requires that the quotations are compared regarding attributes of the product, quantity of the product, and delivery specifications. Baatz only discusses introducing the three lowest bidders to the buyer. It does not discuss any other comparisons regarding the suppliers. The reference to Baatz on page S61 first column only relates to the bid amount and does not discuss the quantity of product or the delivery specification. What is discussed in S61 is what the buyer is requesting, not what the supplier is offering. Although it is known to compare quotes from different suppliers based on the above factors, with regards to the method described in Claim 7 which is dependent on Claims 4 and 1, such method is not known nor obvious and therefore the Official Notice is not correct. Therefore, Claim 7 is not obvious over Baatz and Trommer in view of Official Notice.

Claim 19 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Trommer as applied to Claim 1 above, and further in view of Official Notice. Baatz does not disclose copying agreed upon terms into a purchase order, but Baatz does teach carrying out a purchase after a supplier has submitted terms, and been accepted by the buyer (third column of S58; page S61); and Official Notice is taken that it is well known to copy information. Hence, it would have been obvious to one of ordinary skill in the art of electronic

commerce at the time of applicant's invention to copy agreed upon terms into a purchase order, for the obvious advantage of arranging and documenting a purchase according to agreed upon terms, without the trouble of rewriting the same information.

Claim 19 further requires that agreed upon terms are copied into a purchase order. Baatz specifically states that once the buyer selects the winning bid and confirms the selection with Sorcity, the buyer and seller exchange settlement terms independent of Sorcity. Therefore, Baatz does not teach carrying out a purchase after a supplier has submitted terms and has been accepted by the buyer. Further, there is not Official Notice to show that such information is exchanged as described in the claims of the patent. For this reason and the reasons stated above for Claim 1, Claim 11 is not obvious in view of Baatz and Trommer in view of Official Notice.

Claims 8 and 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz ("An Auction with the Buyer Completely in Charge") in view of Official Notice. As per Claim 8, Baatz discloses a system for a buyer to request a quotation, the system comprising; a request for quotation form (second column on page S58); and a means for delivering said request for quotation form to a seller (second and third columns on page S58). Baatz discloses storing quotations from sellers; and allowing the buyer to compare said quotations (second and third columns on page S58). Baatz is not explicit about the system comprising a database as such, but the disclosure of the retention

and availability of information inherently requires at least one database of some sort. Baatz does not expressly disclose that said request for quotation form comprises a list of product specifications, but does disclose that, "The item as well as payment and delivery terms must be specified precisely," and discloses "a form online with detailed questions for the buyer to answer about the RFQ." Official Notice is taken that lists are well known for specifying pluralities of details. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the form to comprise such a list, for the obvious advantage of making the various specifications conveniently available to potential sellers.

Claim 8 requires that the system allows the buyer to compare the quotations from the sellers. Baatz specifically teaches on page S58 that Sorcity reviews the quotations. Therefore, Claim 8 is not obvious over Baatz in view of Official Notice.

As per Claim 15, Baatz does not disclose a system for performing a credit check of a buyer (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but Official Notice is taken that performing credit checks on buyers is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include such a system, for the obvious advantage of not selling valuable items to insolvent or untrustworthy purchasers.

Claim 15 requires that the system performs a credit check of a buyer. Page S58 of Baatz specifically states that the only party in the transaction that has to share a credit card number is the seller. Therefore, the only party which is having its credit checked is the seller, not the buyer. Therefore, Official Notice does not assist in making Baatz's have the information required by Claim 15. Therefore, Claim 15 is not obvious over Baatz.

As per Claim 16, Baatz does not disclose a database of buyer credit profiles (although Baatz does disclose asking for detailed information about buyers, first column of page S58), but Official Notice is taken that maintaining such buyer credit profiles is well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a database of buyer credit profiles in the system, for the obvious advantage of judging the creditworthiness of buyers, and not selling valuable items to insolvent or untrustworthy purchasers.

Claim 16 requires that the system comprise a database of buyer credit profiles. As stated above, the only credit that is required in the system of Baatz is for sellers. Official Notice does not assist Baatz in having such credit information. Therefore Claim 16 is not obvious over Baatz.

As per Claim 17, Baatz does not disclose a database comprising a listing of previous sales, but Official Notice is taken that it is well known to maintain records of previous sales. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the

system to comprise a database comprising a listing of previous sales, for such obvious advantages as checking sellers' records of delivering products as advertised and on schedule, and buyers' records of paying as promised.

Claim 17 requires that the database comprise a listing of previous sales. There is nothing in Baatz which teaches storing such information. The fact that the Examiner has teaching Official Notice that the elements of Claim 17 are obvious does not make them obvious with respect to the elements of Claim 8 also. Therefore, Claim 17 is not obvious over Baatz.

As per Claim 18, Baatz does not disclose a searchable database of buyer/seller quote history, but does disclose that buyers can watch the bidding process (third column on page S58), showing that a quote history is maintained to some degree; and Official Notice is taken that searchable databases are well known. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for the system to include a searchable database of buyer/seller quote history, for such obvious advantages as resolving any disputes that may arise on bidding, and analyzing the operations of the system with a view toward improvements.

Claim 18 requires that the system have a searchable database of buyer/seller history. The Examiner states that Baatz teaches that the buyer can watch the bidding process. This does not allow a separate buyer and a separate seller to understand the terms of other buyers and sellers. Therefore, Claim 18 is not obvious over Baatz.

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Official Notice as applied to Claim 8 above, and further in view of Breen, Jr., et al. (U.S. Patent 6,598,027). Claim 11 is essentially parallel to Claim 3, and rejected on the same grounds set forth above in rejecting Claim 3.

For the reasons stated above for Claim 8, Claim 11 is not obvious over Baatz and Official Notice over Breen.

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Baatz and Official Notice as applied to Claim 8 above, and further in view of the article, "Robertson, Stephens Founder Sanford R. 'Sandy' Robertson Invests in LIMITrader Securities; Takes Stake in New York Firm Pioneering Electronic Bond Trading," hereinafter "Robertson". Baatz does not disclose that the system comprises a secured chat room, but "Robertson" teaches a trading system including a secure chat room for the buyer and seller to negotiate in (paragraph beginning "LIMITrader.com's online bond trading solution"). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to include a secured chat room, for the stated advantage of facilitating negotiations between the buyer and the seller.

Amended Claim 14 requires that the system further comprise a secured chat room for buyers and sellers. The system described in Baatz relates to a system where the buyer communicates with Sorcity and then Sorcity communicates with the seller. There is no communication between the buyer

and seller. Therefore amended Claim 14 is not obvious over Baatz in view of Official Notice and the other article.

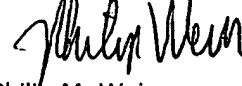
Applicant believes that the application is in condition for allowance.

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